

Revert to Owner Agreement

The undersigned hereby agrees to participate in and authorizes Duke Energy Carolinas, LLC ("Duke Energy") to enroll the below specified properties in the Duke Energy Revert to Owner Program (the "RTO Program") subject to the terms and conditions set forth in this Revert to Owner Agreement (the "RTO Agreement").

1. Property Owner(s), Authorized Representative and Account Information.

Legal Name of Owner(s) ("Owner"):

Authorized Representative of Owner: _____. If different from Owner, please attach power of attorney or other authorization to act on behalf of Owner. Hereinafter Owner and its authorized representative may be collectively referred to as the "Customer."

Account name to revert to during periods of non-tenancy (the "RTO Account"):

Mailing Address: _____

Federal Tax ID: _____ or Social Security # _____

Contact Name _____ Contact Phone _____

Email Address: _____

Signature: _____ Date: _____

2. **Program Description.** For properties that have been enrolled in the RTO Program, when a resident of an enrolled property requests disconnection of electric and lighting service to the unit, service to the unit will not be disconnected. Instead, Duke Energy will read the meter and automatically transfer the account to the Customer's RTO Account specified above; provided however, the service will not be automatically transferred to the RTO Account under any of the following circumstances:
 - a. if service to the premises has been disconnected for nonpayment of a bill or for violation of Duke Energy's Terms of Service (as defined below);
 - b. if an inspection is required by local government;
 - c. if improper changes are made to the electrical wiring at the premises or if Duke Energy's meter or other equipment serving the premises has been tampered with; or
 - d. If Duke Energy determines in its reasonable discretion that the premises or the use of electricity at the premises is in violation of Duke Energy's Terms of Service.
3. **Obligation of Customer.** The Customer shall be responsible for all electric and lighting service used on the premises of an enrolled property at all times during which the account has reverted to the RTO Account specified in this RTO Agreement, subject to and in accordance with Duke Energy's Terms of Service for the applicable account.
4. **Enrolled Addresses.** Each of the property addresses specified in Exhibit "B" attached hereto will be enrolled addresses and will revert to the RTO Account pursuant to the terms of the RTO Program.
5. **Management of Enrolled Properties.** The Customer shall be responsible for keeping the property list in the RTO Agreement up to date, including by adding new properties or removing properties that are no longer subject to the RTO Program due to sale or any other reason. Adjustments to the property list may be made by owner or its designated property manager through an on-line self-service tool (the "Landlord Experience") located at Duke-Energy.com or by contacting a Customer Care Specialist at 800-777-9898. An email address is required to participate

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in the RTO Program.

6. **Terms of Service; Governing Law.** This Agreement is subject to the applicable rate schedules and the terms and conditions for electric service (the "Terms of Service") filed by Duke Energy with the Public Service Commission of South Carolina (the "Commission") and other applicable rules, laws and regulations issued by the Commission or any federal, state or local governmental entity with jurisdiction over Duke Energy and the subject matter hereof (collectively, the "Governing Law"). In the event of any conflict between any term of this RTO Agreement and any applicable Governing Law, the Governing Law will prevail.
7. **Terms and Conditions.** This RTO Agreement shall be subject to the Terms and Conditions attached hereto as Exhibit "A" or any replacement thereto, which is incorporated herein by reference.
8. **Term.** This RTO Agreement shall be effective when signed by Customer and submitted to Duke Energy and shall remain in effect until terminated by Customer or Duke Energy in writing. Customer or Duke Energy may terminate this Agreement at any time by providing thirty (30) days written notice to the other party. The Customer may also use the online Landlord Experience to manage and unenroll address(es) from the Agreement or contact Duke Energy for assistance. The failure of Customer to recertify any enrolled address on a periodic (biennial) basis in accordance with the Terms and Conditions or as requested by Duke Energy from time to time may result in the removal of one or more enrolled addresses as determined by Duke Energy in a commercially reasonable manner.
9. **Representations and Warranties.** As of the date hereof and during the term of this RTO Agreement the undersigned Customer represents and warrants the following:
 - a. such party has the capacity, authority, and power to execute, deliver, and perform under this RTO Agreement;
 - b. this RTO Agreement constitutes legal, valid, and binding obligations enforceable against the Customer;
 - c. the person who executes this RTO Agreement on behalf of Customer has full and complete authority to execute and bind the Owner to this RTO Agreement as an authorized representative of the Owner;
 - d. Customer is acting on its own behalf and has made its own independent decision to bind itself under this RTO Agreement; and,
 - e. Customer has completely read, fully understands, and voluntarily accepts every provision of this RTO Agreement.
10. **Electronic Signature.** By signing and submitting this agreement the Customer hereby acknowledges and agrees that this RTO Agreement shall be deemed to be fully executed. Customer acknowledges and agrees that Customer's electronically applied and/or transmitted signatures shall have the same effect as manually applied or transmitted signatures.

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Exhibit A

Terms and Conditions:

The Customer shall provide the Company with a valid email address to be eligible to participate in the RTO Program.

A self-service, online tool (the "Landlord Experience") will be provided by Duke Energy for use by Customers to enroll and manage properties participating in the RTO Program. The Customer is encouraged to use the Landlord Experience to enroll, manage and update its properties participating in the RTO Program; provided however, the Customer may request the assistance of Duke Energy's customer service representatives by contacting Duke Energy at the number specified in this RTO Agreement.

The Customer agrees to use the same Customer name on all enrolled accounts and to provide Duke Energy with a complete mailing address for each served premises. The Customer agrees to keep all account information current, which includes, but is not limited to, the items contained herein.

The Customer shall be obligated to pay any security deposit required under the Terms of Service including without limitation, in the event that a property enrolled in the RTO Program has been disconnected for non-payment while active in the Customer's name. All security deposits may be applied to amounts owed to Duke Energy or returned to Customer in accordance with the Terms and Service.

When a tenant requests a disconnect of service, Duke Energy will obtain a meter reading and automatically transfer the service from the tenant's name to the Customer's RTO Account. When a tenant requests a connect of service, Duke Energy will obtain a meter reading and transfer the service from the Customer's RTO Account to the tenant's name.

The Customer is responsible for recertifying the enrolled properties that it desires to continue in the RTO Program every 24 months from the date of the first enrollment. Failure of Customer to recertify any enrolled property within 24 months of its initial enrollment or recertification, may result in Duke Energy removing the un-recertified properties from the RTO Program. Provided however, removal of the un-recertified properties from the RTO Program does not terminate the service at the property; therefore, the Customer will still be responsible for charges while the property is active in the name of the Customer.

Nothing stated herein shall be deemed to modify, rescind or alter in any way any agreement or contract for electric and lighting service or other agreement between Duke Energy and Customer which shall remain in full force and effect according to their respective terms.

Duke Energy reserves all rights under its Terms of Service or any applicable Governing Law, including without limitation, the right to disconnect service to Customer following proper notice, in the event Customer fails to timely remit payment for electric and lighting service, fraudulently obtains electric and lighting service or otherwise violates any applicable Governing Law, Commission rule or order or the Terms of Service.

Customer's failure to comply with any of the conditions of this RTO Agreement may result in the termination of this RTO Agreement and the immediate removal of all of Customer's enrolled accounts from the RTO Program as determined by Duke Energy in its reasonable discretion. Customer will be sent written notification of any such termination to the mailing address or email address specified in this RTO Agreement or any updated address provided by Customer to Duke Energy in writing.

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Exhibit B

Please list locations to be included in the Revert to Owner Service Program and

return with signature page.

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Revert to Owner Agreement

The undersigned hereby agrees to participate in and authorizes Duke Energy Progress, LLC ("Duke Energy") to enroll the below specified properties in the Duke Energy Revert to Owner Program (the "RTO Program") subject to the terms and conditions set forth in this Revert to Owner Agreement (the "RTO Agreement").

1. Property Owner(s), Authorized Representative and Account Information.

Legal Name of Owner(s) ("Owner"):

Authorized Representative of Owner: _____. If different from Owner, please attach power of attorney or other authorization to act on behalf of Owner. Hereinafter Owner and its authorized representative may be collectively referred to as the "Customer."

Account name to revert to during periods of non-tenancy (the "RTO Account"):

Mailing Address: _____

Federal Tax ID: _____ or Social Security # _____

Contact Name _____ Contact Phone _____

Email Address: _____

Signature: _____ Date: _____

2. **Program Description.** For properties that have been enrolled in the RTO Program, when a resident of an enrolled property requests disconnection of electric and lighting service to the unit, service to the unit will not be disconnected. Instead, Duke Energy will read the meter and automatically transfer the account to the Customer's RTO Account specified above; provided however, the service will not be automatically transferred to the RTO Account under any of the following circumstances:
 - a. if service to the premises has been disconnected for nonpayment of a bill or for violation of Duke Energy's Terms of Service (as defined below);
 - b. if an inspection is required by local government;
 - c. if improper changes are made to the electrical wiring at the premises or if Duke Energy's meter or other equipment serving the premises has been tampered with; or
 - d. If Duke Energy determines in its reasonable discretion that the premises or the use of electricity at the premises is in violation of Duke Energy's Terms of Service.
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7. **Terms and Conditions.** This RTO Agreement shall be subject to the Terms and Conditions attached hereto as Exhibit "A" or any replacement thereto, which is incorporated herein by reference.
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9. **Representations and Warranties.** As of the date hereof and during the term of this RTO Agreement the undersigned Customer represents and warrants the following:
 - a. such party has the capacity, authority, and power to execute, deliver, and perform under this RTO Agreement;
 - b. this RTO Agreement constitutes legal, valid, and binding obligations enforceable against the Customer;
 - c. the person who executes this RTO Agreement on behalf of Customer has full and complete authority to execute and bind the Owner to this RTO Agreement as an authorized representative of the Owner;
 - d. Customer is acting on its own behalf and has made its own independent decision to bind itself under this RTO Agreement; and,
 - e. Customer has completely read, fully understands, and voluntarily accepts every provision of this RTO Agreement.
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Duke Energy reserves all rights under its Terms of Service or any applicable Governing Law, including without limitation, the right to disconnect service to Customer following proper notice, in the event Customer fails to timely remit payment for electric and lighting service, fraudulently obtains electric and lighting service or otherwise violates any applicable Governing Law, Commission rule or order or the Terms of Service.

Customer's failure to comply with any of the conditions of this RTO Agreement may result in the termination of this RTO Agreement and the immediate removal of all of Customer's enrolled accounts from the RTO Program as determined by Duke Energy in its reasonable discretion. Customer will be sent written notification of any such termination to the mailing address or email address specified in this RTO Agreement or any updated address provided by Customer to Duke Energy in writing.

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Revert to Owner Service Program

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